

Martin F. Casey (MFC-1415)
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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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CONTAINER WORLD FORWARDING
SERVICES, INC.,

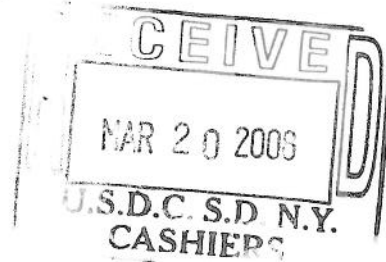
Plaintiff,

- against -

M/V RANGE, her engines, boilers, etc; and A.P.
MOLLER – MAERSK A/S,

Defendants.
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08 CV 02928



08 Civ.

COMPLAINT

Plaintiff, by its attorneys, CASEY & BARNETT, LLC, as and for its Complaint, alleges
upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. § 1333.
2. Plaintiff, Container World Forwarding Services, Inc., is a foreign corporation, with an office and place of business located at 1127 Derwent Way, Delta, British Colombia, V3M 5R4 Canada, and was the cargo consignee and owner of a consignment of 1,100 cases wine laden aboard the M/V Range, as more fully described below.

3. Defendant, A.P. Moller-Maersk A/S (hereinafter "Maersk") is a foreign corporation with an office and place of business located at Giralda Farms, Madison Avenue, Madison, New Jersey 07940, and at all relevant times was and is doing business in this jurisdiction directly and/or through an agent and was at all times acting in the capacity of a common carrier and was the owner, charterer, manager, and/or operator of the M/V Range.

4. At all material times, the M/V RANGE was and is a diesel-powered, oceangoing vessel engaged in the common carriage of cargoes on the high seas and may be within the jurisdiction of this Honorable Court during the pendency of process hereunder.

5. Plaintiff brings this action on its own behalf and as agent and/or trustee on behalf of and for the interest of all parties who may be or become interested in the said consignment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

6. On or about September 15, 2005 a consignment consisting of 1,100 cartons Wine, laden in ocean container number MAEU 7938049, then being in good order and condition, was delivered to defendant Maersk at the port of Cape Town, South Africa for transportation to Tacoma, Washington, in consideration for an agreed freight pursuant to Maersk bill of lading number CPT 067082 dated September 15, 2005.

7. Thereafter, the aforementioned consignment was loaded aboard the M/V Range and the vessel sailed for its intended destination.

8. When the vessel arrived in Tacoma and the subject container discharged from the vessel, it was ascertained that Maersk had failed to properly care for the cargo during transit in that the container had suffered physical damage causing damage to the consignment. A total of 458 cartons of wine were found to be damaged and in an unsalvageable condition.

9. The damage to the aforementioned consignment did not result from any act or omission on the part of plaintiff or shipper, but to the contrary, was the result in whole or in part, of the negligence and/or fault of the defendant Maersk and/or the unseaworthiness of the M/V Range.

10. By reason of the foregoing, plaintiff has been damaged in the amount of at least \$20,000 no part of which has been paid, although duly demanded.

WHEREFORE, Plaintiff prays:


1. That process in due form of law may issue against Defendant citing it to appear and answer all and singular the matters aforesaid;

2. That judgment may be entered in favor of Plaintiff and against Defendant for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action, and

3. That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
March 20, 2008
176-20

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 
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